



Conditions Of Boarding, Safety Disclaimer & Waiver

(Guest Agreement - Each guest must receive, read, and accept the Rockfish Charters – Conditions of Boarding, Safety Disclaimer & Waiver as a condition of boarding.) **IMPORTANT SAFETY INFORMATION – PLEASE READ FIRST**

This is a boating and marine experience conducted in open water and natural marine environments. By boarding the Vessel and/or participating in this Charter, you acknowledge and accept that boating and swimming involve real and inherent risks, including serious injury or death. Swimming is optional and is undertaken entirely at your own risk. Marine life may be present at any time, including sharks, rays, jellyfish, fish, and other sea creatures. Ocean and weather conditions can change quickly and without warning. Swimming is not lifeguard-supervised. You must follow all instructions given by the Skipper and crew at all times. Unsafe, intoxicated, or disruptive behaviour may result in refusal of boarding or removal from the Vessel without refund. By boarding the Vessel, you confirm that you understand and accept these risks and agree to the full Terms & Conditions, Safety Disclaimer & Waiver below.

1. Assumption of Risk

I acknowledge that boating, sailing, swimming, and marine-based recreational activities involve inherent and significant risks, including serious injury, illness, permanent disability, or death. Participation is voluntary and undertaken at my own risk, including risks arising from weather, vessel movement, mechanical failure, actions of other passengers, limited access to medical assistance, and the unpredictable marine environment.

2. Swimming, Marine Life & Open-Water Activities

I acknowledge that any swimming, entering the water, or participation in water-based activities during the Charter is undertaken entirely at my own risk. I voluntarily assume all risks associated with entering the water, including the risk of shark interaction, marine stings or bites, drowning, or other serious injury. I understand and accept that the Vessel operates in open, uncontrolled marine environments; that marine life may be present at any time; that Rockfish Charters does not monitor, detect, control, or guarantee the absence of marine life; that ocean conditions may change rapidly without warning; that swimming is not a supervised activity and no lifeguard services are provided; and that rescue or emergency response may be limited by environmental or operational conditions.

3. Voluntary Participation & No Obligation to Swim

I understand that swimming and water-based activities are entirely optional. I am under no obligation to enter the water, and my decision to swim or participate in water activities is made independently. I do not rely on any representation by Rockfish Charters, the Skipper, or crew regarding water safety, marine life presence, or environmental conditions.

4. Waiver, Release & Indemnity

To the maximum extent permitted by law, I release, waive, and forever discharge Rockfish Charters Pty Ltd, including its directors, officers, employees, Skippers, crew, contractors, representatives, and agents, from all claims, demands, actions, or proceedings arising in contract, tort (including negligence), statute, or otherwise, arising from or in connection with my participation in the Charter, boarding or disembarking the Vessel, being on board, swimming or water-based activities, or interaction with the marine environment or marine life. I agree to indemnify Rockfish Charters against any claim brought by or on behalf of me arising from my participation in the Charter. I further agree to **indemnify Rockfish Charters** against any claim brought by or on behalf of me arising from my participation in the Charter.

5. Medical Fitness & Disclosure

I declare that I am physically and mentally fit to participate in the Charter and associated activities and that I have disclosed any medical condition, injury, impairment, or medication that may affect my safety or the safety of others. I understand that Rockfish Charters and its crew are not medical professionals and do not provide medical advice or treatment. I accept full responsibility for managing my own medical conditions, medications, and limitations. Failure to disclose relevant medical information may result in refusal of boarding or removal from the Vessel without refund.

6. Behaviour & Authority of the Skipper

I agree to follow all instructions given by the Skipper and crew at all times and to behave in a safe, respectful, and responsible manner, including compliance with all alcohol, drug, and safety policies. I acknowledge that the Skipper has absolute authority regarding safety, behaviour, alcohol consumption, weather conditions, and operation of the Vessel. The Skipper's decisions are final and binding and are made in the interests of safety and regulatory compliance. Failure to comply may result in immediate removal from the Vessel and/or termination of the Charter without refund.

7. Risk Warning Acknowledgement (NSW & QLD)

I acknowledge that this document constitutes a risk warning for the purposes of the Civil Liability Act 2002 (NSW), the Civil Liability Act 2003 (QLD), and any equivalent legislation applicable in the state or territory in which the Charter operates. I acknowledge that this risk warning has not been contradicted by any representation made by or on behalf of Rockfish Charters

8. Acceptance

By boarding the Vessel, I confirm that I have read, understood, and agree to be bound by this Conditions of Boarding, Safety Disclaimer & Waiver.